

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS INDENTURE, Made this 24th day of April, 1951, between Robert W. Dillon, Laurence H. Myers and Ted Hicks, parties of the first part, and Westchester Realty Co. Party of the second part.

WITNESSETH, That in consideration of ONE DOLLAR, the conveyance of certain real estate by First Party to Second Party, and other valuable consideration, and pursuant to a general plan of improvement and development, IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. Lots 1 to 7, inclusive, Block 11, Westchester, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, shall be known, described and used as residential lots. Not more than one structure shall be built on any one of said lots, provided, however, this shall not prevent the use of a greater area than one lot as a single building site.
2. No building shall be erected on said premises within 60 feet of the street line bordering said premises, nor within 15 feet of the side lot lines.
3. The main floor of all single story and story and one-half dwellings shall cover a ground area of not less than 1350 square feet, exclusive of garages and porches, and the main floor of all dwellings of two or more stories shall cover a ground area of not less than 900 square feet, exclusive of garages and porches.
4. All dwellings shall have an attached garage large enough to house two cars of standard size and of the same material and shall correspond in architecture with the dwelling. Said attached garage shall not be basement or tandem but shall be on ground surface level.
5. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, and telephone lines.
6. No fence shall be built in the front yard beyond the front line of any dwelling.
7. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of 2 adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the original lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.
8. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of Twenty-Five years after the date hereof. At the expiration of said period, they shall be automatically extended for successive periods of Ten years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of the said lots, executed and recorded in the manner provided by law, except that the initial period of 25 years plus all extensions shall not exceed 99 years.
9. The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable, and invalidation of any such provision shall not affect any other provision.
10. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and all their grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. All deeds of conveyance by the undersigned, their heirs, successors and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner may enforce them against any other owners or other persons violating or infringing them, irrespective of whether they are prior or subsequent grantees.
11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

IN WITNESS WHEREOF, the parties aforesaid have subscribed their names the date mentioned above.

Robert W. Dillon
Ted Hicks
Laurence H. Myers
 Parties of the First Part.

Westchester Realty Co.
 Party of the Second Part.

By Robert W. Dillon President

By Ted Hicks Secretary

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 24th day of April, 1951, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Robert W. Dillon, Laurence H. Myers, and Ted Hicks to me known to be the identical persons whose names are affixed to the foregoing instrument as Parties of the First Part, and acknowledged the execution of the same to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Ruth A. Elliott
 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 24th day of April, 1951, before me, the undersigned, a Notary Public, in and for said County, personally came the above named Robert W. Dillon President, and Ted Hicks Secretary, of Westchester Realty Co. who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of the said corporation.

Witness my hand and official seal the date last aforesaid.

Ruth A. Elliott
 Notary Public

Commission expires

March 22 - 1957

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